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8 Attorneys for Defendant
9 FIRST FEDERAL BANK OF CALIFORNIA
10

11 IN THE UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13

14 DEBORAH E. JOHNSON and
15 GERALD D. JOHNSON,

16 Plaintiffs,

17 v.

18 FIRST FEDERAL BANK OF
19 CALIFORNIA,
20

21 Defendant.
22

CASE NO. C08-00264PVT

[Ordered Related to Case No. 08-01796
PVT]

DECLARATION OF CAROL BAXTER
IN SUPPORT DEFENDANT'S
MOTION TO DISMISS PLAINTIFFS'
AMENDED COMPLAINT AND
COMPLAINT IN RELATED CASE

Hearing:

Date : June 3, 2008

Time: 10:00 a.m.

Courtroom: 5

Patricia V. Trumbell, Magistrate

23 I, CAROL A. BAXTER, hereby declare as follows:

24 1. I am employed by First Federal Bank of California (hereinafter,
25 "Movant" or "Defendant") as its Senior Vice President, Loan Service Department. I am a
26 custodian of the books, records and files of Movant, as those records pertain to loans or
27 extensions of credit by Movant to Deborah Elizabeth Johnson (hereinafter,
28 "Respondent"). I have personally worked on said records, and as to the facts contained
herein, I know them to be true of my own personal knowledge or I have gained
knowledge of them from the records of Movant which are prepared and maintained in the

1 ordinary course of its business, at or near the time of the acts or occurrences depicted or
2 represented by such records. If called upon as a witness, I could and would competently
3 testify to the facts contained herein, as I have personal knowledge thereof.

4 2. The records of Respondent are made in the ordinary course of Movant's
5 business by persons with a business duty to Movant to make such records. The records
6 were made at or near the time of the occurrence of the event which they purport to
7 memorialize.

8 3. Movant's records are kept on a computer system and organized by
9 account number, including records of all contacts made by entities or individuals involved
10 in a particular loan transaction. Similarly, a record of all payments received by Movant
11 are processed into Movant's computer system indicating the date on which the payment
12 was received, its application to an outstanding loan, the balance remaining due and owing
13 after application of such proceeds, and whether a late charge is applicable based upon the
14 date the payment was made.

15 4. Movant's books and records for Respondent's accounts herein were kept
16 in the manner described above.

17 5. In connection with my review of the subject account, I have reviewed
18 and am familiar with the records related to certain real property commonly known as 2nd
19 Avenue 2NE of Dolores Street, Carmel, California 93921 (hereinafter, "Property").

20 6. Based upon my review of the records of Respondent, I am informed and
21 believe that the Property was non-judicially foreclosed upon by the bank. I am further
22 informed and believe that the bank used a service known as T.D. Service Company to
23 foreclose upon the Property. I have used this service countless times in connection with
24 non-judicial foreclosures of real property, am thoroughly familiar with the process and
25 documents, and if called upon to testify as to such process and documents, I could and
26 would competently testify to the matters contained herein below.

27 7. On February 27, 2005, Respondent, Deborah E. Johnson, executed and
28 delivered to Movant a Uniform Residential Loan Application, along with the following

1 documents prepared by her mortgage loan broker, Pacific Mortgage Consultants, Inc.
2 ("PCM"): Authorization to Disclose, Notice to Applicant of Right to Receive Copy of the
3 Appraisal Report, Notice to Home Loan Applicant - California Credit Score Disclosure,
4 Broker and Borrower Document Certification, and Mortgage Loan Origination
5 Agreement. Each of these documents appear to have been executed by Deborah Johnson
6 (and not her attorney in fact, Gerald Johnson) on February 27, 2005. Attached hereto
7 collectively as Exhibit "1" and incorporated herein by reference are true and correct
8 copies of these documents. Based upon my review of these documents, PCM was the
9 borrower's broker and not an agent of the bank.

10 8. On May 5, 2005, among other documents, Respondent executed and
11 delivered to Movant a Uniform Residential Loan Application (along with a letter dated
12 April 21, 2005 from her employer, The Care Financial Group), a Truth-In-Lending
13 Disclosure Statement, a RESPA Servicing Disclosure, an Adjustable Rate Mortgage
14 ("ARM") Disclosure Statement, a Power of Attorney, and Affidavit of Attorney in Fact, a
15 Grant Deed and a Notice of Right to Cancel (along with faxed correspondence, a
16 "cancellation" and a rescission of the cancellation) (hereinafter collectively as the "TILA
17 Disclosure Documents"). True and correct copies of these TILA Disclosure Documents
18 are attached hereto as Exhibit "2" and incorporated herein by this reference as though set
19 forth in full. The Notice of Right to Cancel and related documents are attached hereto
20 collectively as Exhibit "3" and incorporated herein by reference.

21 9. Beginning in May of 2007, (and continuing to this day,) Respondent
22 defaulted under the loan by failing to make the monthly payments then due and owing, or
23 any subsequent payments. The last payment on Respondent's account was received on
24 May 16, 2007 and posted on May 23, 2007.

25 10. Accordingly, on July 11, 2007, Defendant recorded a Notice of Default
26 and Election to Sell Under Deed of Trust (the "NOD"). The NOD was mailed to the
27 Plaintiffs on July 17, 2007 via first class mail and certified mail. On August 2, 2007,
28 these documents were mailed via first class and certified mail to an alternative address for

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1 the Plaintiffs. Attached hereto as Exhibit "4" and incorporated herein by reference are the
2 Affidavits and Declarations of mailing.

3 11. Since the default was not cured, on October 15, 2007, Defendant
4 recorded a Notice of Trustee's Sale. Copies of the Notice of Trustee's Sale were mailed
5 to the Plaintiffs via first class and certified mail on October 16, 2007. On October 16,
6 2007, a copy of the Notice of Trustee's Sale was also posted on the property. Further, the
7 Notice of Trustee's Sale was published in "The Carmel Pine Cone" on October 19, 2007,
8 October 26, 2007 and November 2, 2007. Attached hereto as Exhibit "5" and
9 incorporated herein by reference are true and correct copies of the Affidavit and
10 Declaration of Mailing, Certificate of Posting, and Declaration of Publication. The
11 Trustee's Sale was set for November 8, 2007.

12 12. Due to the bankruptcy of Deborah Johnson, filed on November 7, 2007,
13 the Trustee's Sale was properly postponed to February 8, 2008, at which time it was
14 completed.

15 I declare under penalty of perjury under the laws of the United States of
16 America that the foregoing is true and correct.

17 Executed on April 16, 2008, at Santa Monica, California.

18
19
20 
21 CAROL A. BAXTER
22 Declarant
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PROOF OF SERVICE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is Hemar, Rouso & Heald, LLP. ("the business") 15910 Ventura Boulevard, 12th Floor, Encino, CA 91436.

I am readily familiar with the business's practice for collection and processing of correspondence for mailing with the United States Postal Service; such correspondence would be deposited with the United States Postal Service the same day of deposit in the ordinary course of business.

On April 17, 2008, I served the foregoing document described as **DECLARATION OF CAROL BAXTER IN SUPPORT DEFENDANT'S MOTION TO DISMISS PLAINTIFFS' AMENDED COMPLAINT AND COMPLAINT IN RELATED CASE** on the interested parties in this action by placing a true and correct copy thereof in a sealed envelope addressed as follows:

DEBORAH E. JOHNSON
PO Box 4448
Carmel, CA 93921-4448

GERALD D. JOHNSON (Pro Se, Filing Party)
PO Box 4448
Carmel, CA 93921-4448

XX At my business address, I placed such envelope for deposit with the Federal Express or XX U.S. Postal Office by placing them for collection and mailing on that date following ordinary business practices.

 I delivered such envelope(s) by hand to the offices of the addressees.

 I caused such copies to be facsimiled to the persons set forth.

XX (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 (Federal) I declare under penalty of perjury under the laws of the United States of America that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 17, 2008 at Encino, California.



LISA FIELDS

EXHIBIT 1

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V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$	\$	\$	Rent	\$	\$
Overtime				First Mortgage (P&I)	4828	
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance	114.17	114.17
Dividends/Interest				Real Estate Taxes	316.40	316.40
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "Describe Other Income," below)				Homeowner Assn. Dues		
				Other:		
Total	\$	\$	\$	Total	\$ 5258.57	\$

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed ☒ Jointly ☐ Separately

ASSETS		LIABILITIES	
Description	Cash or Market Value	Name and address of Company	Monthly Payment & Months Left to Pay
Cash deposit toward purchase held by:			Unpaid Balance
List checking and savings accounts below		Novastar Mortgage	\$ 716,000
Name and address of Bank, S&L, or Credit Union		Acct. no. 361,000 1379791	779,000
Checking			799,000
Acct. no. 110K			
Name and address of Bank, S&L, or Credit Union			
Savings			
Acct. no. 27K			
Name and address of Bank, S&L, or Credit Union			
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VI. ASSETS AND LIABILITIES (cont.)							
Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet)							
Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
2nd Avenue & E of Del Norte St Carmel, CA 95021	SFR	\$1,100,000	\$776,000	\$0	\$4828	\$43057	\$0
Totals		\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number
----------------	---------------	----------------

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS	
a. Purchase price	\$	If you answer "yes" to any questions a through l, please use continuation sheet for explanation.	
b. Abatements, improvements, repairs		a. Are there any outstanding judgments against you?	Borrower Yes No Co-Borrower Yes No
c. Land (if acquired separately)		b. Have you been declared bankrupt within the past 7 years?	
d. Refinance (incl. debts to be paid off)		c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	
e. Estimated prepaid items		d. Are you a party to a lawsuit?	
f. Estimated closing costs		e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile home) loans, any bridge, financial obligation, bond, or loan guarantee. If "yes" provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action.)	
g. PMI, MIP, Funding Fee		f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "yes," give details as described in the preceding question.	
h. Discount (if Borrower will pay)		g. Are you obligated to pay alimony, child support, or separate maintenance?	
i. Total costs (add items a through h)		h. Is any part of the down payment borrowed?	
j. Subordinate financing		i. Are you a co-maker or endorser on a note?	
k. Borrower's closing costs paid by Seller		j. Are you a U.S. citizen?	
l. Other Credits (explain)		k. Are you a permanent resident alien?	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)		l. Do you intend to occupy the property as your primary residence? If "yes," complete question m below.	
n. PMI, MIP, Funding Fee financed		m. Have you had an ownership interest in a property in the last three years?	
o. Loan amount (add m & n)		(1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)?	
p. Cash from/to Borrower (subtract j, k, l & o from l)		(2) How did you hold title to the home-solo by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	

IX. ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns that the undersigned has read and understands the contents of this application and that the information provided is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property of Title 18, United States Code, Sec. 1001, et seq.; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may rely on the information contained in this application, even if the Loan application from any source named in this application, and Lender, its successors or assigns may continuously rely on the information contained in the application, and I am not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors or assigns may rely on the information contained in the application, and I am not approved; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that it may have, repossess the property, sell the property, or take any action to collect the debt, and I agree to indemnify the Lender and its agents, brokers, insurers, servicers, successors or assigns for any loss or damage resulting from such delinquency, report my name and account information to one or more consumer credit reporting agencies, and (9) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Borrower's Signature: Michael E. Jones Date: 01/21/08
 Co-Borrower's Signature: _____ Date: _____

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not wish to furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname. If you do not wish to furnish the information, please check the box below. (Lender must review the above materials to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER	CO-BORROWER
I do not wish to furnish this information	
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input checked="" type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male
To be Completed by Interviewer: This application was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Telephone <input type="checkbox"/> Internet	Name and Address of Interviewer's Employer: <u>PMC - 700 Larkspur</u> <u>01/21/08</u> <u>Larkspur Ca 94939</u>
Interviewer's Name (print or type): <u>Michael E. Jones</u> Interviewer's Signature: _____ Interviewer's Phone Number (incl. area code): <u>866-365-6180</u>	

Pacific Mortgage Consultants, Inc.
700 Larkspur Landing Circle # 225 Larkspur, CA 94939
DRE License # 01378482 Expires 6/1/2007

Authorization to Disclose

I/we, the undersigned, have applied for a real estate loan through Pacific Mortgage Consultants, Loan Broker. I/we hereby authorize the release of any and all information requested or requested by Loan Broker, their assignees, or their credit reporting agencies in their attempts to complete the processing and/or approval of our loan request.

Necessary information may include, but would not be limited to employment and/or related compensation information, savings and checking account verifications, loan status, payment histories, credit urban and mortgage balances, etc.

Loan Broker is hereby authorized to utilize copies of this form in its efforts to receive the above listed information.

Thank you for your cooperation in expediting the return of the requested information attached hereto.

Printed Name	<u>Deborah Johnson</u>	392-50-4449	State of Borrower
Applicant Signature	<u>Deborah E. Johnson</u>	10.21.50	Birthdate
Printed Name			State of Security
Co-Applicant Signature			Birthdate
Agent Name			Phone Number

#10

Pacific Mortgage Consultants, Inc.
750 Lakeside Landing Circle # 375 - Alhambra, CA 94035
DRE License # 01375492 Expires 4/7/07

Equal Credit Opportunity Act (ECOA)

The Federal Equal Credit Opportunity Act (ECOA) prohibits discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the consumer credit protection act. The Federal agency which administers compliance with this law is the Federal Trade Commission, 606 Pennsylvania Avenue, N.W., Washington, DC 20580

The Housing Financial Discrimination Act of 1977 Fair Lending Notice

It is illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

- Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation or whether or not such neighborhood is undergoing change, or is expected to undergo change in supplying a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

- Race, color, religion, sex, marital status, national origin or ancestry.

It is illegal to consider the race, color, religion or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in supplying a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern assistance for the purchase, construction, rehabilitation or refinancing of one to four family residences occupied by the owner and for the purpose of the home improvement of any one to four such family residences.

If you have any questions about your rights, or if you wish to file a complaint, contact the management of this financial institution, or:

Department of Real Estate
229 W. 4th Street, Suite 150
Los Angeles, CA 90012-1195

Department of Real Estate
1315 Clay Street, Suite 702
Oakland, CA 94612-1402

Notice to Applicant of Right to Receive Copy of the Appraisal Report

You have the right to a copy of the appraisal report that we obtain on your property, provided you have paid for, or are willing to pay for the appraisal. To request a copy of the appraisal report, please phone your loan officer or loan processor to submit a written request to one of your agent for Pacific Mortgage Consultants, Inc., 750 Lakeside Landing Circle Suite 375, Alhambra, CA 94035.

Delores Johnson
Applicant Name
Signature
Date
04/27/08

Delores Johnson
Applicant Signature
Date

Delores Johnson
Agent Name
Signature
Date

#11

Pacific Mortgage Consultants, Inc.
700 Lafayette Landing Circle # 273 Lakeside, CA 94039
ORE License # 013784-82 Expires 4/1/07

Privacy Policy

We collect nonpublic personal information about you from the following sources:

- ◆ Information we receive from you on applications and other forms;
- ◆ Information about your transactions with us, our affiliates, or others; and
- ◆ Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know this information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard nonpublic personal information.

Notice to Home Loan Applicant - California Credit Score Disclosure

In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit score.

The credit score is a computer-generated summary calculated at the time of the request based on information a credit bureau or lender has on file. The score is based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether or not you will be able to obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your credit history and payment patterns, and how credit scoring methodologies change.

Because the score is based on information in your credit history, it is very important that you review the credit related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the credit bureau or the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender. If you have questions about your credit score or the information in the credit report from which the score was computed, you can contact the credit bureau at the address and phone numbers listed below:

Equifax (800) 685-1111
P.O. Box 740235
Atlanta, GA 30374-0235

Trans Union (866) 887-1673
P.O. Box 4009
Chandler, PA 19616-1000

Experian (888) 397-3742
P.O. Box 7104
Allen, Texas 75013

Acknowledgment of Receipt

Deborah Johnson
Printed Name

Deborah E. Johnson
Signature

Printed Name

Signature

Printed Name

Printed Name

Date

#12

Pacific Mortgage Consultants, Inc.
 793 Lakeside Landing Circle # 275 Lakewood, CA 94939
 DRE License # 01378432 Expires 4/1/09

Broker and Borrower Document Certification

The undersigned Broker and Borrower(s) hereby certify that all copies of documents provided to _____ ("Lender"), for the purpose of underwriting and closing by Broker and Borrower(s) loan are true and exact copies of the original documents provided by the borrower(s) and further certify that the original documents do not contain any alterations, revisions, erasures or whiteouts.

For purposes of this Broker and Borrower Document Certification, Broker and borrower(s) acknowledge that such certifications pertain to any and all documents provided by Borrower(s) to Broker for purposes of loan processing, underwriting and closing, and may include but are not limited to the following:

- Paystubs/Earning Statements
- W-2 forms
- Individual Income Tax Returns (IRS Form 1040)
- Partnership Tax Returns (IRS Form 1065)
- Corporate Tax Returns (IRS Form 1120)
- Bank/Statements/Credit Union Account Statements
- Cancelled Checks
- Business Balance Sheet and Income Statement
- Rental Agreements
- Purchase Contracts/Agreements

Note: In order to comply with investor requirements for sale of loans, the Lender may require the borrower(s) to provide original signatures on the first two pages of any tax returns.

Acknowledged by:

Authorizing Employee and Title

Printed Name

Printed Name

Date

Borrower Signature

Co-Borrower Signature

Date

#13

Pacific Mortgage Consultants, Inc.
 700 Lakeside Building, Suite # 255, Lakeside, CA 94039
 DIRECTOR OF REGISTRATION 01/15/2008 Expires 01/15/2010

Mortgage Loan Origination Agreement

You () agree to enter into this Mortgage Loan Origination Agreement with Pacific Mortgage Consultants, Inc. to apply for a residential mortgage loan from a participating lender with which we from time to time conduct such business and conditional as you may request or a lender may require. You understand this mortgage loan origination agreement with Pacific Mortgage Consultants, Inc. is not a contract and is not enforceable under the state laws of California.

Section 1. Name of Relationship

- We will enter into separate independent contractual agreements with various lenders.
- While we act as your agent in marketing your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the best price or the best terms available in the market.

Section 2. Our Compensation

- The lender who originates your mortgage will provide their loan product to us at a wholesale rate.
- The retail price we offer you, your interest rate, and fees will include our compensation.
- In some cases, we may be paid all of our compensation by either you or the lender.
- Alternatively, we may be paid a portion of our compensation by both you and the lender. For example, in some cases, if you receive pay a lower interest rate, you may pay higher up-front points and fees.
- Also in some cases, if you would rather pay less up-front, you may be able to pay some or all of our compensation indirectly through a higher interest rate in which case we will be paid directly by the lender.

We also may be paid by the lender based on (1) the value of the Mortgage Loan or related servicing rights in the market price or (2) other services, goods or facilities performed or provided by us to the lender.

By signing below, applicant(s) acknowledge receipt of a copy of this signed Agreement.

MORTGAGE LOAN ORIGINATOR:

APPLICANTS:

By Agent	Date	Print Name	Signature	Date
			<i>Edward E. [Signature]</i>	04/17/08
Print Name		Print Name	Signature	Date
Print Name		Print Name	Signature	Date
Address		Address		

EXHIBIT 2

JAN-22-2008 TUE 01:04 PM

FAX NO.

P. 01

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FAX NO.

P. 01/05

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. On-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN					
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input checked="" type="checkbox"/> Conventional	<input type="checkbox"/> Other (explain):	Agency Case Number:	Lender Case Number:
Amount \$	Interest Rate	No. of Months	Amortization Type:	Fixed Rate	Other (explain):
900,000	2.650 %	360/360		GPM	ARM (type): Fixed advantage 1 yr

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, ZIP)	No. of Units
2nd Avenue 2 NE of Dolores Street, Carmel, CA 93921-4448 County: Monterey	1
Legal Description of Subject Property (attach description if necessary)	Year Built
Please See Prelim	1910

Purpose of Loan:	<input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be:
<input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent		<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

Complete this line if construction or combination-permanent loan.					
Your Lot Acquired	Original Cost	Amount Existing Line	(e) Present Value of Lot	(h) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.					
Your Acquired	Original Cost	Amount Existing Line	Purpose of Refinance	Describe improvements <input type="checkbox"/> made <input type="checkbox"/> to be made	
1995	\$ 285,000	\$ 777,789	Cash-Out/Debt Consolidation		

Title will be held in what Name(s)	Manner in which title will be held	Exists will be held in:
Deborah E Johnson Garold B Johnson	To be determined in escrow	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Source of Down Payment, Acquisition Charges and/or Subordinate Financing (explain)		
Equity from Subject Property		

III. BORROWER INFORMATION	
Borrower	Co-Borrower
Borrower's Name (include Jr. or Sr. if applicable)	Co-Borrower's Name (include Jr. or Sr. if applicable)
Deborah E Johnson	
Social Security Number (include area code)	Social Security Number (include area code)
392-80-4442 831-622-0132	
DOB (MM/DD/YYYY) Yrs. School	DOB (MM/DD/YYYY) Yrs. School
10/01/1980 2	
<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)
<input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	<input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed
Dependents (not listed by Co-Borrower)	Dependents (not listed by Borrower)
no. 1 age 17	no. age
Present Address (street, city, state, ZIP)	Present Address (street, city, state, ZIP)
2nd Avenue 2 NE of Dolores Street Carmel, CA 93921-4448	
Mailing Address, if different from Present Address	Mailing Address, if different from Present Address

If residing at present address for less than two years, complete the following:	
Former Address (street, city, state, ZIP)	Former Address (street, city, state, ZIP)
<input type="checkbox"/> Own <input type="checkbox"/> Rent	<input type="checkbox"/> Own <input type="checkbox"/> Rent
No. Yrs.	No. Yrs.

IV. EMPLOYMENT INFORMATION	
Borrower	Co-Borrower
Name & Address of Employer	Name & Address of Employer
The Care Financial Group 401 E. Hillcrest Blvd #1 Ingleswood, CA 90301	
Yrs. on this job	Yrs. on this job
3 Yrs	
Yrs. employed in this line of work/profession	Yrs. employed in this line of work/profession
3.5	
Position/Title/Type of Business	Position/Title/Type of Business
Senior Account Manager	
Business Phone (incl. area code)	Business Phone (incl. area code)
310-412-2004	
If employed in current position for less than two years or if currently employed in more than one position, complete the following:	
Name & Address of Employer	Name & Address of Employer
<input type="checkbox"/> Self Employed	<input type="checkbox"/> Self Employed
Dates (from-to)	Dates (from-to)
Monthly Income	Monthly Income
\$	\$
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)
Name & Address of Employer	Name & Address of Employer
<input type="checkbox"/> Self Employed	<input type="checkbox"/> Self Employed
Dates (from-to)	Dates (from-to)
Monthly Income	Monthly Income
\$	\$
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)

Predate May Form 68 01/04
Copy Form 1003 Lender/1.0m 01/04

Page 1 of 4

Borrower
Co-Borrower

FHA/VA Form 1003 01/04

By *[Signature]* as per attorney
is fact

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V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Source Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Gross Monthly Income*	\$ 27,500.00		\$ 27,500.00	Rent	\$ 4,828.00	\$ 3,349.12
Base Empl. Income*				First Mortgage (P&I)		
Overtime				Other Financing (P&I)		
Bonuses				Hazard Insurance	114.17	114.17
Commissions				Rent Estate Taxes	316.40	316.40
Dividends/Interest				Mortgage Insurance		
Net Rental Income				Homeowner Assn. Dues		
Other Income (specify source and amount below)				Other		
Total	\$ 27,500.00		\$ 27,500.00	Total	\$ 5,258.57	\$ 3,779.69

* Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

BIC	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed ☐ Jointly ☒ Not Jointly

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Description		Name and address of Company		
Cash deposits toward purchases held by:		AMERICAN EXPRESS PO BOX 28787 FORT LAUDERDALE, FL 33329		
List checking and savings accounts below		Acct. no. 017949217019362853	1,045 / (R)	20,919
Name and address of Bank, S&L, or Credit Union		Name and address of Company		
Bank of America		HSBC BANK NY FKA HHL		
Acct. no. 78,000		Acct. no. 540707000712	315 / (R)	14,416
Name and address of Bank, S&L, or Credit Union		Name and address of Company		
		CHASE BANK USA, NA		
Acct. no. 8		Acct. no. 4328180218045595	227 / (R)	11,371
Name and address of Bank, S&L, or Credit Union		Name and address of Company		
		AMERICAN EXPRESS PO BOX 28787 FORT LAUDERDALE, FL 33329		
Acct. no. 8		Acct. no. 080285428516916281	517 / (R)	10,352
Name and address of Bank, S&L, or Credit Union		Name and address of Company		
		UNION BK CA PO BOX 85643 SAN DIEGO, CA 92186		
Acct. no. 137,000		Acct. no. 1115344010	246 / 47	30,211
Stocks & Bonds (Company name/number & description)		Name and address of Company		
Ing		WESCOM CREDIT UNION 123 S MARENGO AVE PASADENA, CA 91101		
Life Insurance (net cash value)		Acct. no. 3222080002	201 / (R)	9,937
Face amount \$		Name and address of Company		
Subtotal Liquid Assets	\$ 212,000	BANK OF AMERICA 1828 E BUCKEYE RD PHOENIX, AZ 85034		
Real estate owned (enter market value from schedule of real estate owned)	\$ 1,200,000	Acct. no. 488850700739	42 / (R)	6,859
Vested interest in retirement fund		Alimony/Child Support/Separate Maintenance Payments owed to:		
Net worth of business(es) owned (attach financial statement)		Job Related Expense (child care, union dues, etc.)		
Autos/boats owned (make and year)		Total Monthly Payments	\$ 3,282	
Jetta	12,000	Net Worth (a minus b)		\$ 731,688
BMW 745Li	60,000	Total Liabilities b.		\$ 887,312
Other Assets (describe)				
Personal Property	135,000			
Total Assets a.	\$ 3,619,000			

Fred's Mac Form 03 0104
Daily Form 1993 Loanapp2.fm 0104

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Borrower DED, Fannie Mae Form 1003 01/04

Co-Borrower

By: *Donald D. Y...* in, as her attorney
for

P. 03/05

Family Man Form 1003 01/04

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Continuation Sheet/Residential Loan Application			
Borrower:		Agency Case Number:	
Co-Borrower:		Lender Case Number:	
Borrower: Deborah E Johnson			
Co-Borrower:			
ASSETS AND LIABILITIES			
ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay
Name and address of Bank, B&L, or Credit Union		Name and address of Company	Unpaid Balance
		CITIBANK USA, NA PO BOX 9714 GRAY, TN 37615	20/(R) 4,359
Acct. no.		Acct. No. 6035320033913144	
Name and address of Bank, B&L, or Credit Union		Name and address of Company	
		PROVIDIAN FINANCIAL PO BOX 9180 PLEASANTON, CA 94566	104/(R) 3,452
Acct. no.		Acct. No. 3919900365	
Name and address of Bank, B&L, or Credit Union		Name and address of Company	
		AMERICAN EXPRESS PO BOX 297871 PORT LAUDERDALE, FL 33329	199/(R) 2,791
Acct. no.		Acct. No. 050286428016333732	
Name and address of Bank, B&L, or Credit Union		Name and address of Company	
		TARGET NATIONAL BANK PO BOX 9475 MINNEAPOLIS, MN 55440	60/(R) 2,368
Acct. no.		Acct. No. 4352373367468151	
Name and address of Bank, B&L, or Credit Union		Name and address of Company	
		NORDSTROM F&B PO BOX 6558 ENSELEWOOD, CO 80155	85/(R) 1,960
Acct. no.		Acct. No. 8797	
Name and address of Bank, B&L, or Credit Union		Name and address of Company	
		CAPITAL 1 BK PO BOX 88520 RICHMOND, VA 23288	54/(R) 1,830
Acct. no.		Acct. No. 529115202652	
Name and address of Bank, B&L, or Credit Union		Name and address of Company	
		CHEVRON CREDIT BANK NA	87/(R) 1,320
Acct. no.		Acct. No. 9260168746	
Name and address of Bank, B&L, or Credit Union		Name and address of Company	
		CPU/CITIBANKCBONIA PO BOX 6033 HAGERSTOWN, MD 21747	24/(R) 606
Acct. no.		Acct. No. 680888846	
Name and address of Bank, B&L, or Credit Union		Name and address of Company	
		MACYS/GEHB 9111 DUKE BLVD MASON, OH 45040	10/(R) 378
Acct. no.		Acct. No. 500428009320	
Name and address of Bank, B&L, or Credit Union		Name and address of Company	
		GEHB/GAP PO BOX 981400 EL PASO, TX 79998	10/(R) 188
Acct. no.		Acct. No. 6018895800889925	
<p>I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.</p> <p>Borrower's Signature: <i>Deborah E. Johnson</i> Date: <i>5-5-05</i> Co-Borrower's Signature: <i>Patricia Johnson</i> Date: <i>5-5-05</i></p> <p>Printed Name: <i>Deborah E. Johnson</i> Printed Name: <i>Patricia Johnson</i></p> <p>FY/US Min Form 83 01/04 CALYX Form 1003 Lendapoint 01/04 Page 4 of 4</p>			

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Continuation Sheet/Residential Loan Application		
Use this continuation sheet if you need more space to complete the Residential Loan Application. Write B for Borrower or C for Co-Borrower.	Borrower:	Agency Case Number:
	Deborah E Johnson	
	Co-Borrower:	Lender Case Number:

ASSETS AND LIABILITIES				
ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
		CHASE BANK USA, NA 800 BROOKSEDGE BLVD WESTERVILLE, OH 43081		
Acct. no.	\$	Acct. No. 4417128878639366	10/(R)	102
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
		CBUSASEARS PO BOX 6189 STOUX FALLS, SD 57117		
Acct. no.	\$	Acct. No. 88681071	10/(R)	51
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
		HEBC NY		
Acct. no.	\$	Acct. No. 840707000044	76/(R)	76
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
		Novastar Mortgage		
Acct. no.	\$	Acct. No. 9610001375781	* (4,828)/355	783,763
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$

I/We hereby understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: *Deborah E Johnson* Date: *5-5-05* Co-Borrower's Signature: *By David J. Johnson* Date: *5-5-05*

Freddie Mac Form 68 01/04 CALYX Print 1003 Longform Data Page 4 of 4 *attorney in fact* Freddie Mac Form 1003 01/04

JAN-22-2008 TUE 01:05 PM

FAX NO.

P. 06

Apr 21 05 11:33a

310 6238608

P. 2

The Care Financial Group
Tax Returns and Accountancy Specialists
Malikah Manasseh, Caleb Manasseh Partners

April 21, 2005

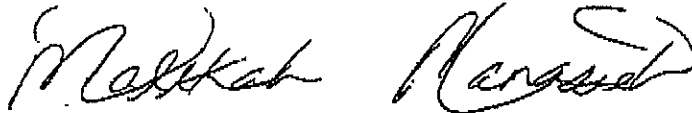
To: Brian Curl

Re: Deborah Johnson, Consultant

Via: Facsimile (925) 294-9630

Deborah Johnson is self-employed in the line of work as a Tax Consultant. She is an independent contractor. Care Financial has prepared her taxes on Schedule "C" for the past three years. Should you need anything further, please call our offices at (310) 412-2004.

Cordially,



Malikah Manasseh
Accountant

"Let Our Financial Care Give You Peace Of Mind"

401 E Hillcrest Blvd. Ste 1 Inglewood, CA 90301
Office- 310.412.2004 Fax- 310.412.2608

© 2009 CBI Systems, Inc. The contents of this form in whole or in part are protected under the copyright laws of the United States.

JAN-22-2008 TUE 01:08 PM

FAX NO.

P. 17

DEFINITION OF TRUTH-IN-LENDING TERMS**ANNUAL PERCENTAGE RATE**

This is not the Note rate for which the borrower applied. The Annual Percentage Rate (APR) is the cost of the loan in percentage terms taking into account various loan charges of which interest is only one such charge. Other charges which are used in calculation of the Annual Percentage Rate are Private Mortgage Insurance or FHA Mortgage Insurance Premium (when applicable) and Prepaid Finance Charges (loan discount, origination fees, prepaid interest and other credit costs). The APR is calculated by spreading these charges over the life of the loan which results in a rate generally higher than the interest rate shown on your Mortgage/Deed of Trust Note. If interest was the only Finance Charge, then the interest rate and the Annual Percentage Rate would be the same.

PREPAID FINANCE CHARGES

Prepaid Finance Charges are certain charges made in connection with the loan and which must be paid upon the close of the loan. These charges are defined by the Federal Reserve Board in Regulation Z and the charges must be paid by the borrower. Non-inclusive examples of such charges are: Loan origination fee, "Points" or Discount, Private Mortgage Insurance or FHA Mortgage Insurance, Tax Service Fee. Some loan charges are specifically excluded from the Prepaid Finance Charge such as appraisal fees and credit report fees.

Prepaid Finance Charges are totaled and then subtracted from the Loan Amount (the face amount of the Deed of Trust/Mortgage Note). The net figure is the Amount Financed as explained below.

FINANCE CHARGE

The amount of interest, prepaid finance charge and certain insurance premiums (if any) which the borrower will be expected to pay over the life of the loan.

AMOUNT FINANCED

The Amount Financed is the loan amount applied for less the prepaid finance charges. Prepaid finance charges can be found on the Good Faith Estimate/Settlement Statement (HUD-1 or 1A). For example if the borrower's note is for \$100,000 and the Prepaid Finance Charges total \$5,000, the Amount Financed would be \$95,000. The Amount Financed is the figure on which the Annual Percentage Rate is based.

TOTAL OF PAYMENTS

This figure represents the total of all payments made toward principal, interest and mortgage insurance (if applicable).

PAYMENT SCHEDULE

The dollar figures in the Payment Schedule represent principal, interest, plus Private Mortgage Insurance (if applicable). These figures will not reflect taxes and insurance escrows or any temporary buydown payments contributed by the seller.

Def. by hand of [signature]
ad [signature]
last [signature]
[signature]

JAN-22-2008 TUE 01:08 PM

FAX NO.

P. 18

REAL ESTATE SERVICING DISCLOSURE

12345937169

Lender: First Federal Bank of California
6053 W. Century Blvd. St 400 4th Floor Los Angeles CA 90045

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) you have certain rights under that Federal law. This statement tells you about those rights. It also tells you what the chances are that the servicing of this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

Servicing Transfer Estimates

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:
☒ We may assign, sell or transfer the servicing of your loan while the loan is outstanding. ☒ We are able to service your loan and we ☐ will ☐ will not ☒ haven't decided whether to service your loan.

OR

☐ We do not service mortgage loans, ☐ and we have not serviced mortgage loans in the past three years.
☐ We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.

☐ We assign, sell or transfer the servicing of some of our loans while the loan is outstanding depending on the type of loan and other factors. For the program you have applied for, we expect to:

☐ sell all of the mortgage servicing ☐ retain all of the mortgage servicing
☐ assign, sell or transfer _____ % of the mortgage servicing

2. For all the first lien mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between:

☒ 10 to 25% or [NONE] _____ 26 to 50% _____ 51 to 75% _____ [76 to 100%] or [ALL]

This estimate ☐ does ☒ does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. ☒ We have previously assigned, sold or transferred the servicing of federally related mortgage loans.

OR

☐ This is our record of transferring the servicing of the first lien mortgage loans we have made in the past:

Year _____ Percentage of Loans Transferred (Rounded to nearest quartile - 0%, 25%, 50%, 75%, or 100%)

_____%
_____%
_____%

This information ☐ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries.

May 5, 2005

First Federal Bank of CA

Present Servicer or Lender

Date

ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT

I/We have read this disclosure form and understand its contents, as evidenced by my/our signature(s) below. I/We understand that this acknowledgment is a required part of the mortgage loan application.

Applicant Deborah E. Johnson

Date

Applicant

Date

Applicant

Date

Applicant

Date

NMP-592R (00001.01)

NMP MORTGAGE FORMS - (00001-1-720)

12/04

JAN-22-2008 TUE 01:08 PM

FAX NO.

P. 19

**FIRST FEDERAL BANK**
of California**Program CODI-1****Adjustable Rate Mortgage ("ARM") Disclosure Statement**
(1-4 Residential, borrower-occupied; effective 10-15-04)
Disclosure Required By Federal Law

This disclosure describes the features of this Bank's Program CODI-1 ARM loan you are considering. Information on other ARM loan programs offered by the Bank is available on request. Adjustable rate loan features are generally described in the booklet, CONSUMER HANDBOOK ON ADJUSTABLE RATE MORTGAGES, which has been provided to you. This disclosure does not constitute a contract or a commitment to lend. Only your promissory note, security instrument and other documents will establish your rights under the loan.

How Your Interest Rate and Payment are Determined.

- > Your interest rate will be based on an index rate plus a margin. This rate will change every month. This is the rate at which your loan interest will accrue.
- > Your initial monthly payment will be based on a payment rate (which is independent of the interest rate), the loan balance and the loan term.
- > The initial payment will be less than that necessary to fully repay your loan within its term. If any payment is not sufficient to cover the interest due, the difference will be added to your loan amount, and will be charged interest at the rate called for in your note. You may voluntarily pay additional amounts to cover any shortfall. Ask us about this procedure.
- > Your interest rate will be based on our margin plus the index. The index is determined by the Bank based upon the average of the last twelve calendar months' most recently published monthly yields on dealer offering rates on nationally traded three-month certificates of deposit. The Bank will calculate the average by adding the twelve most recently published yields together and dividing the result by twelve, rounded to the nearest one-thousandth of one percentage point (0.001%). The most recent index figure available as of the date 15 days before each Interest Change Date is the "Current Index." Ask us for our current interest rate and margin.
- > Information on such monthly yields on three-month certificate of deposit rates is published by the Federal Reserve Board.
- > Your interest rate each month will equal the index plus our margin unless your interest rate "cap" limits the amount of change in the interest rate.

How Your Interest Rate Can Change.

- > Your interest rate can change monthly.
- > Your interest rate cannot increase above a range of 9.95% to 13.95%. Ask us for the specific interest rate "cap" applicable to the borrower-occupied home loan you are applying for.
- > Your interest rate cannot be less than a range of 2.60% to 5.99%. Ask us for the specific interest rate "floor" applicable to the home loan you are applying for.

How Your Monthly Payment Can Change.

- > Your payment can change annually based on monthly changes in the interest rate, the loan balance and the then remaining term.
- > If any payment is not sufficient to cover the interest due, the difference will be added to your loan amount, and will be charged interest at the rate called for in your note. This is called "negative amortization."
- > Your payment cannot increase more than 7.5% of the amount of the prior year's monthly payment except:
 - (1) on each fifth anniversary of your loan, or (2) in the event your loan balance exceeds 125% (or 110% if your original loan-to-value ratio is greater than 80%) of its original principal balance.

In either of the above events monthly payments will be adjusted (upward or downward), without limitation, to an amount which would fully amortize your loan within its then remaining term based on the unpaid balance and the interest rate at that time.

> For example, on a \$10,000, 30-year loan with an interest rate of 3.877% (the current index of 1.277% plus a margin of 2.60%), an initial monthly payment rate of 1.95% and a maximum loan balance of 125% of its original balance, the maximum amount that the interest rate can rise under this program is 9.95% to 13.95%. The monthly payment can rise from an initial first year payment of \$36.71 to a maximum of \$150.04 in the 61st month, and the loan balance can increase to a maximum of \$12,503.92 in the 60th month. To see what your initial payments would be, divide your mortgage amount by \$10,000; then multiply \$36.71 by that number. For example, \$60,000 divided by \$10,000 = 6; 6 x \$36.71 = \$220.26 per month.

- > You will be notified in writing at least 25, but no more than 120 days before the due date of a payment at a new level. This notice will contain information about your interest rates, payment amount and loan balance.
- > You will be notified in writing at least once each year during which interest rate adjustments, but no payment adjustments, have been made to your loan. This notice will contain information about your interest rates, payment amount and loan balance.

THIS DISCLOSURE STATEMENT IS FOR YOUR INFORMATION ONLY. IT IS NOT AN APPROVAL OF ANY LOAN APPLICATION YOU HAVE MADE OR A PROMISE TO MAKE YOU A LOAN

JAN-22-2008 TUE 01:08 PM

FAX NO.

P. 20

ALAIN PINEL ANNEX

Fax: 831-622-1559

Apr 25 '05 20:21

P.02

RECORDING REQUESTED BY
DEBORAH E. JOHNSON
AND WHEN RECORDED MAIL TO

Name Deborah E. Johnson
Street Address P.O. Box 4448
City/State/Zip Carmel, CA 93921

OLD REPUBLIC TITLE COMPANY
hereby certifies that this is a true
copy of the original.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**POWER OF ATTORNEY
SPECIAL**

Deborah E. Johnson hereby appoints Gerald D. Johnson
Principal giving this power Attorney in Fact
my true and lawful attorney in fact to act for me only with respect to the real property known as: 2nd Avenue, Carmel, CA 93921

In Principal's name, place and stead and only as to said real property, said attorney in fact is authorized:

- (1) to demand, sue for, collect, and receive all money, debts, accounts, legacies, bequests, interests, dividends, annuities, and demands as are now or shall hereafter become due, payable or belonging to principal, and to take all lawful means, for the recovery thereof and to compromise the same, and give discharges for the same;
- (2) to buy, sell and encumber said land, make contracts of every kind relative to said land, any interest therein or the possession thereof, and to take possession and exercise control over the use thereof;
- (3) to buy, sell, mortgage, hypothecate, assign or transfer personal property located on said land, chooses in action and certificates or shares of capital stock and to transact every kind of business of whatever nature;
- (4) to execute, acknowledge and deliver contracts of sale, escrow instructions, deeds, lease, including leases for minerals and hydrocarbon substances and assignments of leases, covenants, agreements and assignments of agreements, mortgages and assignments of mortgages, conveyances in trust to secure indebtedness or other obligations, and assign the beneficial interest thereunder, subordinations of liens or encumbrances, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases and satisfactions of mortgages, requests to reconvey deeds of trust, partial or full, judgments, and other debts, and other instruments in writing of whatever kind and nature, all upon such terms and conditions as said attorney in fact shall approve.
- (5) This document to expire within 90 days of execution.

GIVING AND GRANTING to said attorney in fact full power and authority to do everything relative to any of the foregoing as fully as principal might or could do if personally present and I hereby ratify and approve everything that said attorney in fact lawfully does by authority hereof.

Dated: April 20, 2005

Deborah E. Johnson
Deborah E. Johnson

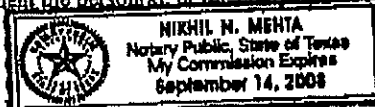
STATE OF TEXAS
COUNTY OF HARRIS

} ss: 392-50-4449

On 4/20/05 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Deborah E. Johnson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nikhil N. Mehta
Signature of Notary Public



(This area for notarial seal only)

JAN-22-2008 TUE 01:09 PM

FAX NO.

P. 21

Recorded At Request Of:

OLD REPUBLIC TITLE COMPANY
 ESCROW #1114001775 LTN
 T/O #0707003629
 When Recorded, Return To:

OLD REPUBLIC TITLE COMPANY
 hereby certifies that this is a true
 copy of the original.

AFFIDAVIT OF ATTORNEY IN FACT

(4305 Probate Code)
 Regarding Power of Attorney

GERALD D. JOHNSON, Attorney-In-Fact, being first duly sworn, deposes and says:

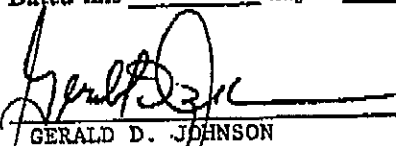
THAT, the undersigned, acting as Attorney-In-Fact under that certain Power of Attorney wherein DEBORAH E. JOHNSON is named as principal, dated APRIL 20, 2005 and recorded on _____ as Instrument Number _____, County of _____, State of California, have no actual knowledge of the revocation of said Power of Attorney or termination of said Power of Attorney due to death or incapacity of the principal at the time of the exercise of said power.

THAT, this Affidavit is made for the protection and benefit of the parties hereafter dealing with, or who may acquire an interest in, property assigned, transferred or conveyed from said principal acting through said Attorney-In-Fact, and particularly for the benefit of Old Republic Title Company which is about to insure the title to property in reliance thereon, and any other title company which may hereafter insure the title to such property.

THAT, the undersigned will testify, depose or certify before any competent tribunal, officer, court or person in any case now pending, or which may hereafter be commenced, to the truth of the particular facts hereinabove set forth.

I further certify under penalty of perjury that the foregoing is true and correct.

Dated this 5th day of May 2005.



GERALD D. JOHNSON
 State of California)
 County of Monterey)

On May 5, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald D. Johnson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Theresa Tiliaia Castro



JAN-22-2008 TUE 01:09 PM

FAX NO.

P. 22

RECORDING REQUESTED BY
Old Republic Title Company

ORDER # 1114001775-TN
APN 010-126-022

WHEN RECORDED MAIL TO

Name Deborah E. Johnson
Street Address 2nd Avenue 2 NE of Dolores Street
City Carmel, CA 93921
State
Zip

OLD REPUBLIC TITLE COMPANY
hereby certifies that this is a true
copy of the original.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is "Interspousal Deed"

(X) computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Carmel

() Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Gerald D. Johnson and Deborah E. Johnson, husband and wife as Joint Tenants

hereby GRANT(S) to

Deborah E. Johnson, a married woman, as her sole and separate property

that property in City of Carmel, Monterey County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the
grantor, community or otherwise, in and to the herein described property, to the grantee as his/her sole and separate
property.

Mail Tax Statements to Grantee at address above

Date May 05, 2005

STATE OF CALIFORNIA

COUNTY OF Monterey

On May 5, 2005 before me, the
undersigned, a Notary Public in and for said State, personally appeared

Gerald D. Johnson

Gerald D. Johnson

Deborah E. Johnson

as her
attorney in fact.

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are described to the
within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Signature

Theresa Tiliaia Castro

Name

Theresa Tiliaia Castro

(typed or printed)



FTGIS-140 8/94

(This area for official notarial seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

JAN-22-2008 TUE 01:09 PM

FAX NO.

P. 23

Order No. : 0707003629

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to is situated in the State of California, County of Monterey, City of Carmel, and is described as follows:

PARCEL I:

Parcel "B" as shown on that certain Map filed August 27, 1980 in Volume 14 of Parcel Maps, at Page 58.

PARCEL II:

A non-exclusive easement for public utility purposes three feet wide, lying Southerly of and contiguous with the Northerly boundary of Parcel A as said parcel is shown on the map above referred to.

EXHIBIT 3

JAN-22-2008 TUE 01:06 PM

FAX NO.

P. 10



By 06 05 09:51a

DEBORAH E. JOHNSON

831-626-5960

p.1

ALAIN PINEL

REALTORS

OLD REPUBLIC TITLE CO.

FAX

THERESA NIGRO

TOM KRONLAGE

FIRST FEDERAL BANK OF CA.
SUITE 400, 4TH FLOOR

DATE:

5-5-05

ATTENTION:

FROM:

GERALD JOHNSON

FAX TO NUMBER:

310-665-2329

NO. OF PAGES INCLUDING COVER PAGE:

310-260-4053
2 925-447-8247

TO WHOM IT MAY CONCERN,
ATTACHED YOU WILL HAVE THE SIGNED "NOTICE
OF RIGHT TO CANCEL" DATED 5-5-05 FOR
LOAN NUMBER 49792970. AFTER OUR
COMPLETE REVIEW OF THE LOAN CONDITIONS;
WE ARE SORRY TO SAY THAT THE CONDITIONS
FAIL TO MEET THE PRESENT FINANCIAL NEED
FOR MY DAUGHTER'S EDUCATION, WE WILL
CONTINUE TO REVIEW OTHER OPTIONS. IF YOU
HAVE ANY QUESTIONS PLEASE CALL ME.

Alain Pinel Realtors

Purveyors of Distinctive Properties and Estates

Jupitero Between 5th & 6th

P.O. Box 7249

Carmel, CA 93921 Phone (831) 622-1040 West Wing Fax (831) 622-1559

GERALD JOHNSON
831-915-8339

JAN-22-2008 TUE 01:06 PM

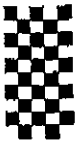
FAX NO.

P. 11

ALAIN PINEL ANNEX

Fax: 831-622-1559

May 8 '05 19:06 P.01

**FAX**

DATE: 5-8-2005 ATTENTION: THERESA NIGRO OLD REPUBLIC
TITLE CO.
TOM KENLAGE, FIRST FID. BANK OF
CA.

FROM: GERALD JOHNSON
310-260-4053

FAX TO NUMBER: 925-447-8247

NO. OF PAGES INCLUDING COVER PAGE: 2

TO WHOM IT MAY CONCERN,
ATTACHED YOU WILL HAVE MY SIGNED
RECISSION OF THE "NOTICE OF RIGHT TO
CANCEL" WHICH WAS FAXED TO YOU ON
5-6-2005, FOR LOAN NUMBER 49792970.
WE HAVE DECIDED TO PROCEED WITH THE CLOSING
OF THE LOAN AND ESCROW ON THE PREVIOUS
TERMS. IF YOU HAVE ANY QUESTIONS PLEASE
CALL ME. I WILL DISCUSS SOME CORRECTIONS
TO THE CLOSING STATEMENT'S FIGURES ON
MONDAY 5-9-2005.

Alain Pinel Realtors

Purveyors of Distinctive Properties and Estates
Junipero Between 5th & 6th
P.O. Box 7249
Carmel, CA 93921 Phone (831) 622-1040 West Wing Fax (831) 622-1559

GERALD JOHNSON
831-915-8339

JAN-22-2008 TUE 01:07 PM

FAX NO.

P. 12

May 06 05 09:51a

DEBORAH E. JOHNSON

831-626-5960

P. 2

NOTICE OF RIGHT TO CANCEL

LENDER: First Federal Bank of California

DATE May 5, 2005
LOAN NO. 49792970
TYPE CONVENTIONAL

BORROWERS/OWNERS Deborah E. Johnson

ADDRESS 2nd Ave 2 NE of Dolores Street
CITY/STATE/ZIP Carmel, CA 93921
PROPERTY 2nd Ave 2 NE of Dolores Street, Carmel, CA 93921**YOUR RIGHT TO CANCEL**

You are entering into a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs last:

- (1) The date of the transaction, which is May 5, 2005
or
- (2) The date you received your Truth in Lending disclosures;
or
- (3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at:

First Federal Bank of California
6053 W. Century Blvd. St 400 4th Floor Los Angeles CA 90045

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of (or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the three events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

WISH TO CANCEL

SIGNATURE

DATE

The undersigned each acknowledge receipt of two copies of NOTICE OF RIGHT TO CANCEL and one copy of the Federal Truth in Lending Disclosure Statement.

Each borrower/owner in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective to all borrowers/owners.

BORROWER/OWNER Deborah E. Johnson

DATE

BORROWER/OWNER

DATE

BORROWER/OWNER

DATE

BORROWER/OWNER

DATE

12345937169

49792970

VMP -64 03061.01

VMP Mortgage Solutions 1800/821-7281

10/00

JAN-22-2008 TUE 01:07 PM

FAX NO.

P. 13

ALAIN PINEL ANNEX

Fax:831-622-1559

May 8 '05 19:06 P.02

NOTICE OF RIGHT TO CANCEL

LENDER: First Federal Bank of California

DATE May 8, 2005
LOAN NO. 49792970
TYPE CONVENTIONAL

BORROWERS/OWNERS Deborah E. Johnson

ADDRESS 2nd Ave 2 NE of Dolores Street
CITY/STATE/ZIP Carmel, CA 93921
PROPERTY 2nd Ave 2 NE of Dolores Street, Carmel, CA 93921**YOUR RIGHT TO CANCEL**

You are entering into a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs last:

- (1) The date of the transaction, which is May 5, 2005
- or
- (2) The date you received your Truth in Lending disclosures;
- or
- (3) The date you received this notice of your right to cancel

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not have possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at:

First Federal Bank of California
6053 W. Century Blvd. St 400 4th Floor Los Angeles CA 90045

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of (or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the three events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

WISH TO CANCEL

SIGNATURE

DATE

The undersigned each acknowledge receipt of two copies of NOTICE of RIGHT TO CANCEL and one copy of the Federal Truth in Lending Disclosure Statement.

Each borrower/owner in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective to all borrowers/owners.

BORROWER/OWNER Deborah E. Johnson

DATE

BORROWER/OWNER

DATE

BORROWER/OWNER

DATE

BORROWER/OWNER

DATE

123456789

49792970

VMP-64 (0308).01

VMP Mortgage Solutions (800)521-7261

10/00

*VOID AS OF 5-8-2005
By Handwritten as attorney in fact
5-8-2005*

*NOTICE OF RIGHT TO CANCEL
Signed by*

Deborah E. Johnson, By Handwritten for her as attorney in fact 5-5-05

JAN-22-2008 TUE 01:07 PM

FAX NO.

P. 14

FIRST FEDERAL BANK OF CALIFORNIA
6053 WEST CENTURY BLVD, SUITE 400
LOS ANGELES CA 90045
310-665-2345
FAX 310-260-4081

Darlene Phung
dphung@firstfedca.com

FUNDING CONDITIONS!!!

DATE: 5/11/05

REGARDING: 2ND Ave. NE of Deloris

Loan#: 49792970

CLIENT: GERALD JOHNSON

FAX#: (831) 626-5960

BROKER: Sandy / Brian

FAX#: (925) 294-9630

**THE FOLLOWING CONDITIONS ARE OUTSTANDING AND MUST BE
SATISFIED BY 3:30 THE DAY PRIOR TO FUNDING. WE DO NOT DO SAME
DAY FUNDING!!!**

Dear Mr. Gerald Johnson,

Please overnight the last conditions needed prior to funding, **which is the voided Notice of Right to Cancel that was signed in error.** Thank you for your assistance.

Kind Regards,

Darlene Phung

JAN-22-2008 TUE 01:07 PM

FAX NO.

P. 15

NOTICE OF RIGHT TO CANCEL

LENDER: First Federal Bank of California

DATE: May 5, 2005
LOAN NO. 49792970
TYPE CONVENTIONAL

BORROWERS/OWNERS Deborah E. Johnson

ADDRESS 2nd Ave 2 NE of Dolores Street
CITY/STATE/ZIP Carmel, CA 93921
PROPERTY 2nd Ave 2 NE of Dolores Street, Carmel, CA 93921**YOUR RIGHT TO CANCEL**

You are entering into a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs last:

- (1) The date of the transaction, which is May 5, 2005
- (2) The date ^{or} you received your Truth in Lending disclosures;
- (3) The date ^{or} you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at:

First Federal Bank of California
6053 W. Century Blvd. St 400 4th Floor Los Angeles CA 90045

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of May 9, 2005 (or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the three events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

SIGNATURE

DATE

The undersigned each acknowledge receipt of two copies of NOTICE of RIGHT TO CANCEL and one copy of the Federal Truth in Lending Disclosure Statement.

Each borrower/owner in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective to all borrowers/owners.

BORROWER/OWNER Deborah E. Johnson

DATE

BORROWER/OWNER

DATE

BORROWER/OWNER

DATE

BORROWER/OWNER

DATE

12345937169

49792970

VMP -64 (0305).01

VMP Mortgage Solutions (800)821-7281

10/00

EXHIBIT 4

Mailer Name: T.D. Service Company
 Address : P.O. Box 11988
 Santa Ana, CA 92711 1988
 714) 543-8372

Actual Mail Date: 08/02/07

Type of Mail: Certified

Article Number	Name and Address	Postage	Certified Mail	Registered	Return Receipt
7105 2257 2920 0252 0935	TS# A 343546 GERALD D. JOHNSON 27216 PRADO DEL SOL CARMEL, CA 93723	.41	2.68		
7105 2257 2920 0252 0942	TS# A 343546 DEBORAH E. JOHNSON 27216 PRADO DEL SOL CARMEL, CA 93723	.41	2.68		



10 Dan

OF PIECES LISTED BY SENDER

2

POSTMASTER, PER

(signature of postal employee receiving mail)

TOTAL PIECES RECEIVED

DECLARATION OF MAILING BY CERTIFIED/REGISTERED MAIL

NOD
10 DAY

T.S.# A 343546

Date: 08/02/07

GERALD D. JOHNSON
27216 PRADO DEL SOL
CARMEL, CA 93723

CERTIFIED 7105 2257 2920 0252 0935

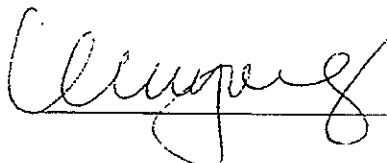
DEBORAH E. JOHNSON
27216 PRADO DEL SOL
CARMEL, CA 93723

CERTIFIED 7105 2257 2920 0252 0942

STATE OF CALIFORNIA
COUNTY OF ORANGE

The undersigned does hereby declare that he/she is over the age of 18 year and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by Certified/Registered mail, in a sealed envelope, a copy of the document which is attached to this declaration.

I certify or declare under penalty of perjury that the foregoing is true and correct.



AFFIDAVIT OF MAILING
BY FIRST CLASS MAIL

NOD
10 Day

S.S.# A 343546

Date: 08/02/07

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS.

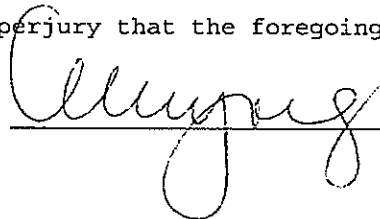
The undersigned does hereby declare that he/she is over the age of 18 years and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by First Class Mail, in a sealed envelope, a copy of the Notice of Default / Notice of Trustee's Sale (Circle)

Addressed to the following:

GERALD D. JOHNSON
27216 PRADO DEL SOL
CARMEL, CA 93723

DEBORAH E. JOHNSON
27216 PRADO DEL SOL
CARMEL, CA 93723

I declare under penalty of perjury that the foregoing is true and correct.



Mailier Name: T D. Service Company
 Address : P.O. Box 11988
 Santa Ana, CA 92711 1988
 714) 543 8372

Actual Mail Date: 07/17/07

Type of Mail: Certified

Article Number	Name and Address	Postage	Certified Mail	Registered	Return Receipt
7105 2257 2920 0249 2447	TSH A 343546 DEBORAH E. JOHNSON 2ND AVE 2 NE OF DOLORES STREET CARMEL, CA 93921	.41	2.65		
7105 2257 2920 0249 2454	TSH A 343546 GERALD D. JOHNSON ATTORNEY IN FACT 2ND AVE 2 NE OF DOLORES STREET CARMEL, CA 93921	.41	2.65		
7105 2257 2920 0249 2461	TSH A 343546 GERALD D. JOHNSON ATTORNEY IN FACT P.O. BOX 4448 CARMEL, CA 93921	.41	2.65		
7105 2257 2920 0249 2478	TSH A 343546 DEBORAH E. JOHNSON P.O. BOX 4448 CARMEL, CA 93921	.41	2.65		



30 Day

OF PIECES LISTED BY SENDER

4 JRC

POSTMASTER, PER

(signature of postal employee receiving mail)

TOTAL PIECES RECEIVED

DECLARATION OF MAILING BY CERTIFIED/REGISTERED MAIL

30 day

T.S.# A 343546

Date: 07/17/07

DEBORAH E. JOHNSON
2ND AVE 2 NE OF DOLORES STREET
CARMEL, CA 93921

CERTIFIED 7105 2257 2920 0249 2447

GERALD D. JOHNSON
ATTORNEY-IN-FACT
2ND AVE 2 NE OF DOLORES STREET
CARMEL, CA 93921

CERTIFIED 7105 2257 2920 0249 2454

GERALD D. JOHNSON
ATTORNEY-IN-FACT
P.O. BOX 4448
CARMEL, CA 93921

CERTIFIED 7105 2257 2920 0249 2461

DEBORAH E. JOHNSON
P.O. BOX 4448
CARMEL, CA 93921

CERTIFIED 7105 2257 2920 0249 2478

STATE OF CALIFORNIA
COUNTY OF ORANGE

The undersigned does hereby declare that he/she is over the age of 18 year and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by Certified/Registered mail, in a sealed envelope, a copy of the document which is attached to this declaration.

I certify or declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in dark ink, appearing to be a stylized 'J' or 'D' followed by a long horizontal stroke, is written over a solid horizontal line.

AFFIDAVIT OF MAILING
BY FIRST CLASS MAIL

30 day

T.S.# A 343546

Date: 07/17/07

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS.

The undersigned does hereby declare that he/she is over the age of 18 years and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by First Class Mail, in a sealed envelope, a copy of the Notice of Default / Notice of Trustee's Sale (Circle)

Addressed to the following:

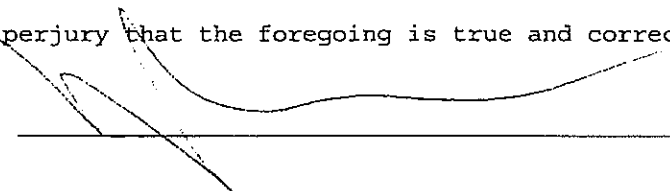
DEBORAH E. JOHNSON
2ND AVE 2 NE OF DOLORES STREET
CARMEL, CA 93921

GERALD D. JOHNSON
ATTORNEY-IN-FACT
2ND AVE 2 NE OF DOLORES STREET
CARMEL, CA 93921

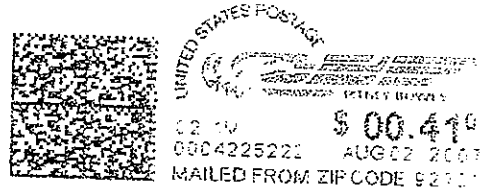
GERALD D. JOHNSON
ATTORNEY-IN-FACT
P.O. BOX 4448
CARMEL, CA 93921

DEBORAH E. JOHNSON
P.O. BOX 4448
CARMEL, CA 93921

I declare under penalty of perjury that the foregoing is true and correct.



T.D. Service Company
1820 E. First Street, Suite 210
P.O. Box 11988
Santa Ana, California 92711-1988



A 343546

No such person at this address

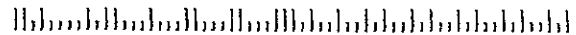
ANK **GERALD D. JOHNSON**
27216 PRADO DEL SOL
CARMEL, CA 93723

NIXIE 951 DE 1 00 08/11/07

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

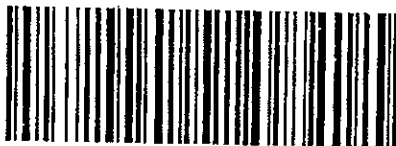
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9392338525 8/11/07

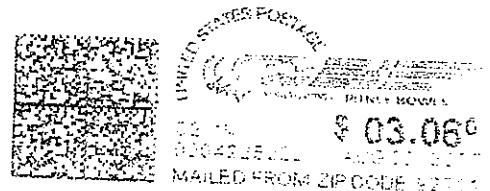


CERTIFIED MAIL

T.D. Service Company
1820 E. First Street, Suite 210
P.O. Box 11988
Santa Ana, California 92711-1988



7105 2257 2920 0252 0942



8/14
Ret 8/21

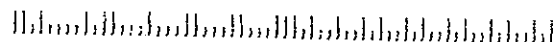
REFUSED
UNCLAIMED
DEBORAH E. JOHNSON
27216 PRADO
CARMEL, C.

A 343546

NIXIE 951 SC 1 75 08/25/07

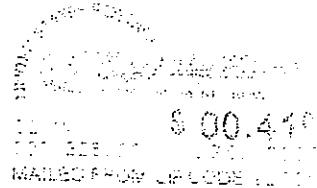
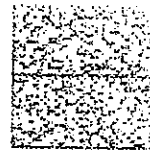
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 92711198888 *0508-09535-02-44



T.D. Service Company
 820 E. First Street, Suite 210
 P.O. Box 11988
 Santa Ana, California 92711-1988

*No such person
 at this address*



A 343546

ANK

DEBORAH E. JOHNSON
 27216 PRADO DEL SOL
 CARMEL, CA 93723

ANK

RETURN TO SENDER
 ATTEMPTED
 NOT RECOVERED

5692399526 R009



United States Postal Service
Sorry We Missed You! We Can't Deliver for You

Item is at: Post Office (See back) Available for Pick-up After: 8/4 Today's Date: 8/6 Sender's Name: T.D. Service Co.

Date: 8/6 Time: 9AM We will redeliver or you or your agent can pick up. See reverse.

☒ Letter ☒ Large envelope, magazine, catalog, etc. ☐ Parcel ☐ Restricted Delivery ☐ Perishable item ☐ Other:

For Delivery: (Enter total number of items delivered by service type) **For Notice Left:** (Check applicable item)

☐ Express Mail (We will attempt to deliver on the next delivery day unless you instruct the post office to hold it.) ☒ Certified ☐ Registered ☐ Insured ☐ Return Receipt for Merchandise ☐ Delivery Confirmation ☐ Signature Confirmation ☐ Firm Bill

Article Number(s): 7105 2257 2920 0252 0937
GERALD JOHNSON

Article Number(s): 7105 2257 2920 0252 0942
DEBORAH E. JOHNSON

Notice Left Section
 Customer Name and Address: JOHNSON
27216 PRADO DEL SOL

Article Requiring Payment: ☐ Postage Due ☐ COD ☐ Customs, ☐ Final Notice: Article will be returned to sender on 8/10/08

Amount Due: 0.00

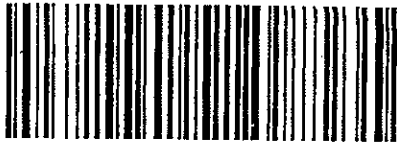
Delivered By and Date: ANK

PS Form 3849, November 1999

Delivery Notice/Reminder/Receipt

97:8

CERTIFIED MAIL



vice Company
irst Street, Suite 210
11988
California 92711-1988

7105 2257 2920 0252 0935

*8/4/07
A 8/14
Ret 8/21*



UNITED STATES POSTAGE
\$03.06
92711-1988
MAILED FROM ZIP CODE 92711

A 343546

**REFUSED
UNCLAIMED**

GERALD D. JOHNSON
27216 PRA
CARMEL, CA

NIXIE

951 EC 1

75 08/25/07

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

EC: 92711198888

*0308-09536-02-44

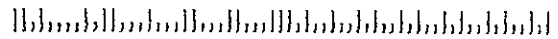


EXHIBIT 5

Mailer Name: T.D. Service Company
 Address: P.O. Box 11988
 Santa Ana, CA 92711-1988
 714) 543-8372

Actual Mail Date: 10/16/07

Type of Mail: Certified

Article Number	Name and Address	Postage	Certified Mail	Registered	Return Receipt
7105 2257 2920 0269 8269	TS# A 343546 DEBORAH E. JOHNSON 2ND AVE 2 NE OF DOLORES STREET CARMEL, CA 93921		.41	2.65	
7105 2257 2920 0269 8276	TS# A 343546 GERALD D. JOHNSON ATTORNEY-IN-FACT 2ND AVE 2 NE OF DOLORES STREET CARMEL, CA 93921		.41	2.65	
7105 2257 2920 0269 8283	TS# A 343546 GERALD D. JOHNSON ATTORNEY-IN-FACT P.O. BOX 4448 CARMEL, CA 93921		.41	2.65	
7105 2257 2920 0269 8290	TS# A 343546 DEBORAH E. JOHNSON P.O. BOX 4448 CARMEL, CA 93921		.41	2.65	
7105 2257 2920 0269 8306	TS# A 343546 GERALD D. JOHNSON 27216 PRADO DEL SOL CARMEL, CA 93723		.41	2.65	
7105 2257 2920 0269 8313	TS# A 343546 DEBORAH E. JOHNSON 27216 PRADO DEL SOL CARMEL, CA 93723		.41	2.65	

~~.41~~ ~~2.65~~

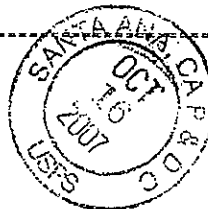
NOS

OF PIECES LISTED BY SENDER 6

POSTMASTER, PER _____

(signature of postal employee receiving mail)

TOTAL PIECES RECEIVED _____



DECLARATION OF MAILING BY CERTIFIED/REGISTERED MAIL

NOS

T.S.# A.343546

Date: 10/16/07

DEBORAH E. JOHNSON
2ND AVE 2 NE OF DOLORES STREET
CARMEL, CA 93921

CERTIFIED 7105 2257 2920 0269 8269

GERALD D. JOHNSON
ATTORNEY-IN-FACT
2ND AVE 2 NE OF DOLORES STREET
CARMEL, CA 93921

CERTIFIED 7105 2257 2920 0269 8276

GERALD D. JOHNSON
ATTORNEY-IN-FACT
P.O. BOX 4448
CARMEL, CA 93921

CERTIFIED 7105 2257 2920 0269 8283

DEBORAH E. JOHNSON
P.O. BOX 4448
CARMEL, CA 93921

CERTIFIED 7105 2257 2920 0269 8290

GERALD D. JOHNSON
27216 PRADO DEL SOL
CARMEL, CA 93723

CERTIFIED 7105 2257 2920 0269 8306

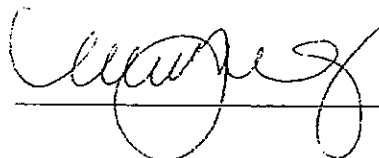
DEBORAH E. JOHNSON
27216 PRADO DEL SOL
CARMEL, CA 93723

CERTIFIED 7105 2257 2920 0269 8313

STATE OF CALIFORNIA
COUNTY OF ORANGE

The undersigned does hereby declare that he/she is over the age of 18 year and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by Certified/Registered mail, in a sealed envelope, a copy of the document which is attached to this declaration.

I certify or declare under penalty of perjury that the foregoing is true and correct.



AFFIDAVIT OF MAILING
BY FIRST CLASS MAIL

NOS

T.S.# A 343546

Date: 10/16/07

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS.

The undersigned does hereby declare that he/she is over the age of 18 years and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by First Class Mail, in a sealed envelope, a copy of the Notice of Default / Notice of Trustee's Sale (Circle)

Addressed to the following:

DEBORAH E. JOHNSON
2ND AVE 2 NE OF DOLORES STREET
CARMEL, CA 93921

GERALD D. JOHNSON
ATTORNEY-IN-FACT
2ND AVE 2 NE OF DOLORES STREET
CARMEL, CA 93921

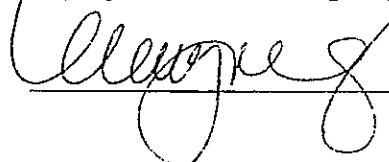
GERALD D. JOHNSON
ATTORNEY-IN-FACT
P.O. BOX 4448
CARMEL, CA 93921

DEBORAH E. JOHNSON
P.O. BOX 4448
CARMEL, CA 93921

GERALD D. JOHNSON
27216 PRADO DEL SOL
CARMEL, CA 93723

DEBORAH E. JOHNSON
27216 PRADO DEL SOL
CARMEL, CA 93723

I declare under penalty of perjury that the foregoing is true and correct.



Trustee's
Assistance
Corporation

CERTIFICATE OF POSTING OF PROPERTY

RE: TRUSTEE'S SALE # A343546 CA

TAC# 760175 C

Vern Johnson does hereby certify: that he is of legal age, and competent to be a witness as to the matters herein;

That on the 16th day of October, 2007 he posted pursuant to the provisions of Section 2924f of the California Civil Code, a copy of the Notice of Trustee's Sale, a true and correct copy of which notice is hereunto attached and made a part hereof, in a conspicuous place or places, as hereinafter stated, on each lot, piece or parcel of real property described in said notice, to wit: Front door

PROPERTY: 2nd Ave. 2 NE of Dolores Street Carmel, CA

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

DATE: October 16, 2007

SIGNATURE


Vern Johnson

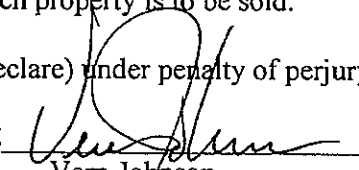
POSTING OF PUBLIC PLACE

Vern Johnson does hereby certify: that on the 16th day of October, 2007 he posted one notice in one public place in the city of Salinas in the County of Monterey, California

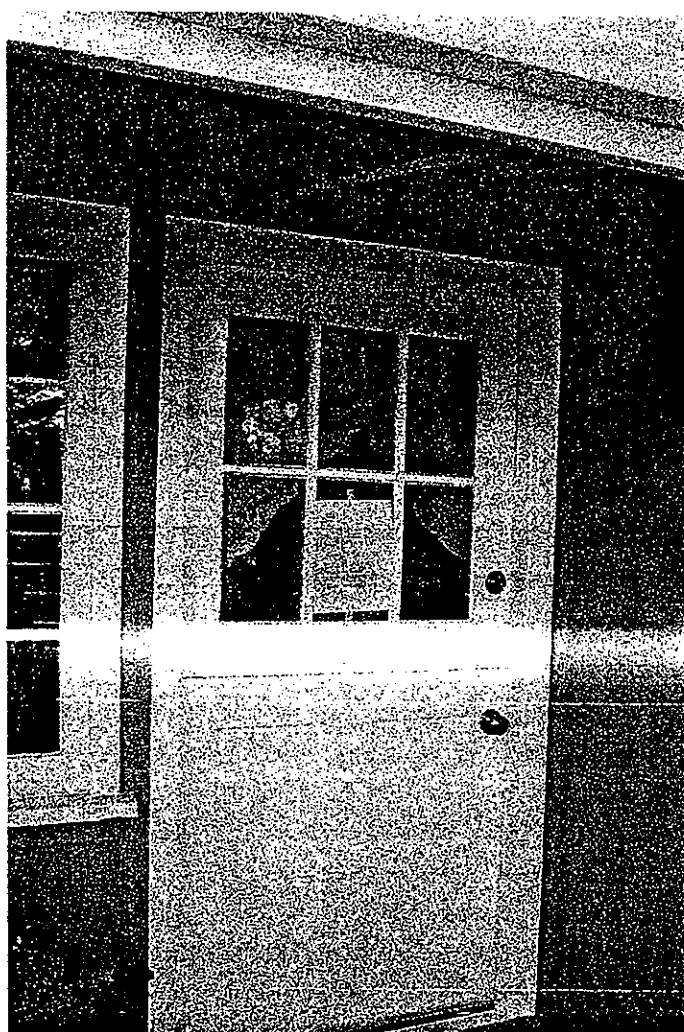
Public Place: Courthouse, 240 Church Street, Salinas, CA being a place in the city of the judicial district in which property is to be sold.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

SIGNATURE


Vern Johnson

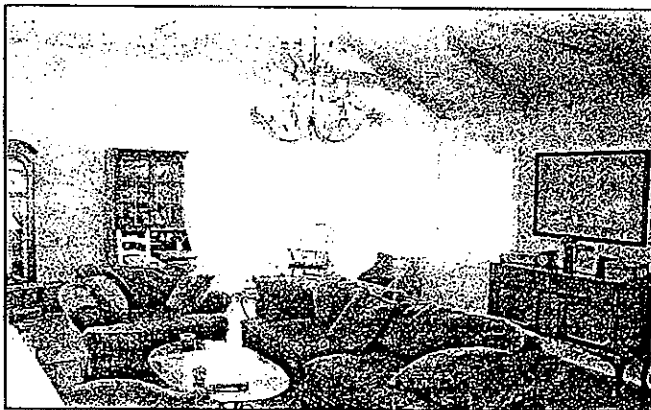
Dated at Salinas, California this 16th day of October, 2007P



A343546 Johnson 760175

CARMEL ~ CLOSE TO TOWN & BEACH

**Quality Is A
UNIVERSAL LANGUAGE**



2ND AVE 2NE of DOLORES

Enjoy this original Carmel cottage with excellent southern exposure.
Located only 4 blocks from the heart of town and 0.6 mile from the beach.

Hardwood floors, new heating system and gutters.

- ♦ Potential for expansion
- ♦ Currently 2 Bed/2 Bath
- ♦ Additional water credits
- ♦ 3 Blocks to Post Office
- ♦ 0.6 Mile to Beach
- ♦ Filtered Ocean View

~ Offered at \$1,195,000 ~



Gerald Johnson

Office: 831.622.1040 Cell: 831.915.8339

www.apr-carmel.com

Information believed to be accurate but not verified.

ALAIN PINEL
REALTORS

Junipero between 5th & 6th
Carmel-by-the-Sea

T.S.# A 343546 CA
LOAN# 4929790 / JOHNSON
TAC# 760175

STATEMENT OF PROPERTY CONDITION

PROPERTY ADDRESS 2nd Ave 2 N.E. of Dolores Corner CA
LOCATION OF POSTING Front Door
COUNTY Monterey

THE SUBJECT

OCCUPIED X CONDO _____ SINGLE FAMILY RESIDENCE X MOBILE HOME _____
VACANT _____ UNITS _____ COMMERCIAL _____ VACANT LOT _____

IMPROVEMENTS

TYPE OF DWELLING:

STUCCO _____ WOOD FRAME X BRICK _____ ALUMINUM SIDING _____

COMPOSITION SIDING _____ COLOR Brown

CONDITION OF IMPROVEMENTS X _____

CONDITION OF LANDSCAPING X _____
GOOD FAIR POOR

ADDITIONAL COMMENTS: For Sale by ALAN PINER
831-915-8339

DATE PROPERTY POSTED 10-16-07

DATE PUBLIC PLACE POSTED 10-16-07

BY: [Signature]

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

And when recorded mail to
T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988

Space above this line for recorder's use

NOTICE OF TRUSTEE'S SALE

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON/JOHNSON
AP #1: 010-126-022

SEASIDE FINANCIAL CORPORATION, as duly appointed Trustee under the following described Deed of Trust WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (in the forms which are lawful tender in the United States) and/or the cashier's, certified or other checks specified in Civil Code Section 2924h (payable in full at the time of sale to T.D. Service Company) all right, title and interest conveyed to and now held by it under said Deed of Trust in the property hereinafter described:

Trustor: DEBORAH E. JOHNSON

Recorded May 16, 2005 as Instr. No. 2005048551 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA, pursuant to the Notice of Default and Election to Sell thereunder recorded July 11, 2007 as Instr. No. 2007-54666 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County CALIFORNIA.

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED MAY 5, 2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

2ND AVENUE 2 NE OF DOLORES STREET, CARMEL, CA 93921

"(If a street address or common designation of property is shown above, no warranty is given as to its completeness or correctness)."

Said Sale of property will be made in "as is" condition without covenant or warranty, express or implied, regarding title possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest as in said note provided, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

Said sale will be held on:

NOVEMBER 8, 2007, AT 10:00 A.M. *ON THE MAIN STEPS (AT THE DOUBLE DOOR ENTRANCE, INSIDE THE COURTYARD) OF THE COUNTY COURTHOUSE, 240 CHURCH STREET, SALINAS, CA

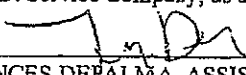
At the time of the initial publication of this notice, the total amount of the unpaid balance of the obligation secured by the above described Deed of Trust and estimated costs, expenses, and advances is \$943,523.95. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

Page 2

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON/JOHNSON

Date: October 12, 2007

SEASIDE FINANCIAL CORPORATION as said Trustee,
by T.D. Service Company, as agent

BY 
FRANCES DEPALMA, ASSISTANT SECRETARY
T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210, P.O. BOX 11988
SANTA ANA, CA 92711-1988
(714) 543-8372

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: (714) 480-5690 or you may access sales information at www.ascentcx.com/websales.

CERTIFIED MAIL



vice Company
irst Street, Suite 210
11988
California 92711-1988

7105 2257 2920 0269 8313



UNITED STATES POSTAGE
\$ 03.06
0004218221 OCT 27 2007
MAILED FROM ZIP CODE 92711

A 343546

10/18/07
10/24
11/21/07
net

DEBORAH E. JOHNSON
27216 PRADO DEL SOL
CARMEL,

ANK

NIXIE

951 SE 1

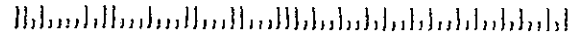
75 10/27/07

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 92711198888

*0508-08745-16-41

939238927119888



CERTIFIED MAIL



ice Company
st Street, Suite 210
1988
California 92711-1988

7105 2257 2920 0269 8306



UNITED STATES POSTAGE
\$ 03.06
0004218221 OCT 27 2007
MAILED FROM ZIP CODE 92711

A 343546

10/18/07
10/24
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net

GERALD D. JOHNSON
27216 PRADO DEL SOL
CARMEL, C

ANK

NIXIE

951 SE 1

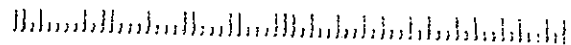
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UNABLE TO FORWARD

BC: 92711198888

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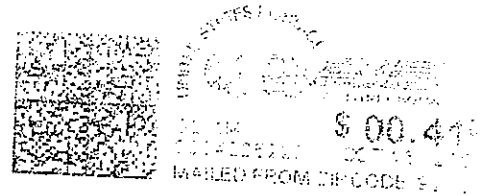
939238927119888



T.D. Service Company
1820 E. First Street, Suite 210
P.O. Box 11988
Santa Ana, California 92711-1988

POSTMASTER :

PLEASE RETURN TO
SENDER



A 343546

ANK

DEBORAH E. JOHNSON
27216 PRADO DEL SOL
CARMEL, CA 93723

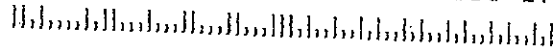
No Such Person
at this address

NIXTE 951 SE 1 75 11/05/07

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

EC: 92711198888 *1008-03585-17-38

92711198888



T.D. Service Company
1820 E. First Street, Suite 210
P.O. Box 11988
Santa Ana, California 92711-1988

A 343546

2

DEBORAH E. JOHNSON
2ND AVE 2 NE OF DOLORES STREET
CARMEL, CA 93921

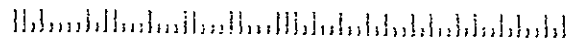


NIXTE 951 DC 1 00 10/20/07

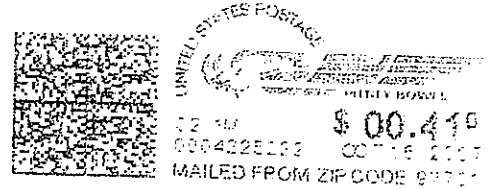
RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD

EC: 92711198888 *1008-03590-17-38

92711198888



T.D. Service Company
1820 E. First Street, Suite 210
P.O. Box 11988
Santa Ana, California 92711-1988



A 343546

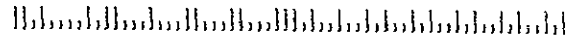
GERALD D. JOHNSON
ATTORNEY-IN-FACT
2ND AVE 2 NE OF DOLORES STREET
CARMEL, CA 93921

NIXIE 951 DC 1 00 10/20/07

RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD

BC: 92711198889 *1009-03569-17-38

93923/93923
92711@1988



T.D. Service Company
1820 E. First Street, Suite 210
P.O. Box 11988
Santa Ana, California 92711-1988

POSTMASTER:
PLEASE RETURN TO
SENDER



A 343546

GERALD D. JOHNSON
27216 PRADO DEL SOL
CARMEL, CA 93723

No Such Person
at this Address

ANK

93923/93923



THE CARMEL PINE CONE

Carmel-by-the-Sea
County of Monterey
California

Declaration of Publication

Notice of Trustee Sale A343546

I, the undersigned, **Irma Garcia** declare under penalty of perjury that the following is true and correct:

That during all the times herein mentioned I was, and now am, a citizen of the United States over the age of 18, and a resident of said city, county and state.

That during all of said times I have been and now am the **Legal Clerk of THE CARMEL PINE CONE**, a weekly newspaper of general circulation published and circulated in said city, and the official newspaper thereof, and that as such I am familiar with the advertising appearing in said newspaper.

That the **Notice of Trustee Sale** of which the annexed is a printed copy, was first printed and published in said newspaper on the newspaper on the 19th day of October 2007 and thereafter printed and published in said newspaper.

and on the 26th day of October 2007
and on the 02nd day of November 2007

and in each and every edition, issue and number of said newspaper printed, published and circulated on said date, and not in any supplement of said newspaper.

Executed on 02nd November, 2007 at Carmel-by-the-Sea, California

Irma Garcia

OSTAC
NOTICE OF TRUSTEE'S SALE
T.S. No: A343546 CA
Unit Code: A
Loan No:

49792970/JOHNSON/JOHNSON
AP #1: 010-126-022
SEASIDE FINANCIAL CORPORATION, as duly appointed Trustee under the following described Deed of Trust WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (in the forms which are lawful tender in the United States) and/or the cashier's, certified or other checks specified in Civil Code Section 2924h (payable in full at the time of sale to T.D. Service Company) all right, title and interest conveyed to and now held by it under said Deed of Trust in the property hereinafter described; Trustor: DEBORAH E. JOHNSON Recorded May 16, 2005 as Instr. No. 2005048551 in Book -- Page -- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA, pursuant to the Notice of Default and Election to Sell thereunder recorded July 11, 2007 as Instr. No. 2007-54666 in Book -- Page -- of Official Records in the office of the Recorder of MON-

TEREY County CALIFORNIA. Said Deed of Trust describes the following property: YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED MAY 5, 2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. 2ND AVENUE 2 NE OF DOLORES STREET, CARMEL, CA 93921 (If a street address or common designation of property is shown above, no warranty is given as to its completeness or correctness). Said Sale of property will be made in as is condition without covenant or warranty, express or implied, regarding title possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest as in said note provided, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. Said sale will be held on: NOVEMBER 8, 2007, AT 10:00 A.M. *ON THE MAIN STEPS (AT THE DOUBLE DOOR ENTRANCE, INSIDE THE COURTYARD) OF THE COUNTY COURTHOUSE, 240 CHURCH STREET, SALINAS, CA. At the time of the initial publication of this notice, the total amount of the unpaid balance of the obligation secured by the above described Deed of Trust and estimated costs, expenses, and advances is \$943,523.95. It is possible that at the time of sale the opening bid may be less than the total indebtedness due. Date: October 12, 2007 SEASIDE FINANCIAL CORPORATION as said Trustee, by T.D. Service Company, as agent FRANCES DEPALMA, ASSISTANT SECRETARY T.D. SERVICE COMPANY 1820 E. FIRST ST., SUITE 210, P.O. BOX 11988 SANTA ANA, CA 92711-1988 We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: (714) 480-5690 or you may access sales information at www.ascentex.com/web-sales. TAC# 760175C PUB: 10/19/07, 10/26/07, 11/02/07. Publication dates: Oct. 19, 26, Nov. 2, 2007. (PC1019)